Agenda Item #: 3H-7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	November 20, 2012	[X] Consent	[]	Regular
	, , , , , , , , , , , , ,	[] Ordinance	aa	Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement (R2007-1816) with the City of Riviera Beach ("City") to extend the term of the Interlocal Agreement to October 15, 2017.

Summary: The Interlocal Agreement with the City provides the terms and conditions under which the County can transport radio signals through the City by the use of the City-owned tower and the City's connection to the County's microwave system. Under the terms of the Interlocal Agreement, the City pays its share of the operational and maintenance costs associated with the microwave system. The costs for each fiscal year are provided by the County by March 1st annually. The existing agreement expired on October 15, 2012 and the City has approved the first renewal option extending the term until October 15, 2017. The Interlocal Agreement provides for four (4) renewal options, each for a period of five (5) years. The Interlocal Agreement may be terminated by either party, with or without cause, upon one (1) years notice. This First Amendment renews the term retroactively, updates the payment and notice provisions, and provides for disclosure of County Ordinance No. 2009-049 establishing the Office of the Inspector General. Other than the changes set forth herein, all other terms remain the same. **(ESS)** <u>Countywide</u> (JM)

Background and Justification: On October 16, 2007, the Board approved the Interlocal Agreement with the City for a period of five (5) years expiring on October 15, 2012. After approval of this First Amendment there will remain three (3) renewal options.

Attachment:

First Amendment

Recommended By:	Anney Work	11 8/12	
	Department Director	Date	
Approved By:	16X Der	11/16/0	4475 II
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017			
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County	(<u>2367.88</u>)	(<u>2367.88</u>)	(2367.88)	(2367.88)	(<u>2367.88</u>)			
NET FISCAL IMPACT	(<u>2367.88</u>)	<u>(2367.88</u>)	(<u>2367.88</u>)	(<u>2367.88</u>)	(<u>2367.88</u>)			
# ADDITIONAL FTE POSITIONS (Cumulative)								
Is Item Included in Current Budget: Yes No								
Budget Account No: Fund	<u>3801</u> Dep	ot <u>411</u>	Unit <u>B209</u>		<u>SRC</u> भाषप			
	Program				28 F. E			

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. <u>REVIEW COMMENTS</u>

OFMB Fiscal and/or Contract Development Comments: Å. 15112 OFMB Contract Development and Contr

B. Legal Sufficiency:

ounty Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

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FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2007-1816 (the "Agreement"), dated October 16, 2007, is made as of _______, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the City of Riviera Beach, a municipal corporation of the State of Florida ("City").

In consideration of the mutual promises contained herein, the County and City agree as follows:

- 1. The term of the Agreement, expires on October 15, 2012, and shall be retroactively extended to October 15, 2017.
- 2. Section 2.04 of the Agreement shall be deleted in its entirety and replaced with the following:

2.04 The City shall pay the County, in full, each fiscal year no later than February 1st. Payment shall be made to the Board of County Commissioners, 2633 Vista Parkway, Attn: Fiscal Manager, West Palm Beach, FL 33411.

- 3. Section 4 of the Agreement is clarified by replacing the reference to "four (4) (5) year terms thereafter." with "four (4) additional terms of five (5) years each."
- 4. Section 8 of the Agreement is amended so that Notices to the County shall be sent as follows:

As to the County:

Director, Facilities Development & Operations 2633 Vista Parkway West Palm Beach, FL 33411

With a copy to:

Radio System Administrator 2633 Vista Parkway West Palm Beach, FL 33411

County Attorney's Office 301 North Olive Avenue West Palm Beach, FL 33401

5. Section 11 of the Agreement is modified by deleting the section heading DELEGATION OF FILING and replacing it with DELEGATION OF DUTY.

6. The Agreement is hereby modified to add the following:

SECTION 12: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and County.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the day and year first above written.

By:

By:

CONDITIONS:

ATTEST:

SHARON R. BOCK **CLERK & COMPTROLLER** **PALM BEACH COUNTY**, a political subdivision of the State of Florida

APPROVED AS TO TERMS AND

Audrey Wolf, Director

By: Deputy Clerk

APPROVED AS TO FORM AND **LEGAL SUFFICIENCY:**

By: Count mev

ATTEST:

CITY CLERK:

11-7-12 Βv ard, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

h H . 1 By: an

Pamala H. Ryan, City Attorney

CITY OF RIVIERA BEACH, a municipal corporation of the State of Florida

Facilities Development & Operation

Much By: Thomas Masters, Mayor

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